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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

RUBEN NAVARRO,

Plaintiff,

v.

DOLLAR TREE STORES, INC., a
Virginia Corporation and DOES 1
THROUGH 100, INCLUSIVE,

Defendants.

Case No. 2:18-cv-04902-MWF (JPRx)

**STIPULATION TO STAY COURT
PROCEEDING AND SUBMIT
MATTER TO BINDING
ARBITRATION**

Complaint Filed: April 13, 2018
Removal Date: June 1, 2018
Trial Date: November 12, 2019
District Judge: Hon. Michael W.
Fitzgerald
Courtroom 5A, First St.
Magistrate Judge: Hon. Jean P.
Rosenbluth
Courtroom 690, Roybal

1 Plaintiff Ruben Navarro ("Plaintiff") and defendant Dollar Tree Stores, Inc.
 2 ("Dollar Tree") (collectively, the "Parties"), through their respective counsel of
 3 record, enter into this stipulation with reference to the following facts:

4 **RECITALS**

5 1. Plaintiff executed a mutual arbitration agreement on October 10, 2016,
 6 in which he agreed to arbitrate, inter alia, all claims against Dollar Tree arising from
 7 Plaintiff's employment with Dollar Tree. A true and correct copy of the arbitration
 8 agreement is attached as **Exhibit 1**.

9 2. On April 13, 2018, Plaintiff filed an original complaint in the Superior
 10 Court of the State of California for the County of Ventura ("Ventura Superior
 11 Court"), entitled *Ruben Navarro, Plaintiff, vs. Dollar Tree Stores, Inc., a Virginia
 12 Corporation; and DOES 1 THROUGH 100, INCLUSIVE, Defendants*, Case No. 56-
 13 2018-00510423-CU-WT-VTA (the "Complaint").

14 3. The Complaint asserts twelve (12) claims for relief: (1) disability
 15 discrimination in violation of Cal. Gov't. Code section 12940; (2) failure to
 16 accommodate in violation of Cal. Gov't. Code section 12940(m); (3) failure to
 17 engage in a good faith interactive process in violation of Cal. Gov't. Code section
 18 12940(n); (4) failure to take reasonable steps to prevent discrimination in the work
 19 place in violation of Cal. Gov't. Code section 12940(k); (5) unlawful retaliation in
 20 violation of Cal. Gov't. Code section 12940(h); (6) retaliation in violation of the
 21 California Family Rights Act ("CFRA"), California Government Code section
 22 12945.2; (7) wrongful termination in violation of public policy and the Fair
 23 Employment and Housing Act ("FEHA"), Cal. Gov't. Code section 12940 et seq.;
 24 (8) failure to reimburse for business expenses in violation of California Labor Code
 25 ("Labor Code") section 2802; (9) failure to provide rest periods or compensation in
 26 lieu thereof (Labor Code sections 226.7 and 558); (10) knowing and intentional
 27 failure to comply with itemized employee wage statement provisions (Labor Code
 28 sections 226(a), (e)); (11) failure to timely pay wages due at termination (Labor

Code sections 201-203); and (12) violation of Business and Professions Code section 17200.

4. On or about May 4, 2018, Plaintiff caused the Summons and Complaint to be personally served on Dollar Tree's agent for service of process.

5. On or about June 1, 2018, Dollar Tree filed its Answer to Plaintiff's Complaint in Ventura Superior Court.

6. On or about June 1, 2018, Dollar Tree timely removed this case to the United States District Court for the Central District of California, under 28 U.S.C. §1441 based on diversity of citizenship among the parties.

7. The Parties agree and stipulate that the matter, presently pending before this Court, should be submitted to binding arbitration pursuant to the terms contained in the Parties' arbitration agreement.

8. The Parties further agree and stipulate that the pending legal action should be stayed, pursuant to the Federal Arbitration Act and specifically 9 U.S.C. §3, until the arbitration proceedings pursuant to the Parties' arbitration agreement have been completed.

9. The Parties further agree that this Court shall retain jurisdiction of this matter, in accordance with applicable law.

STIPULATION

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED by Plaintiff and Dollar Tree as follows:

A. The instant action shall be submitted to binding arbitration in accordance with the terms set forth in the Parties' arbitration agreement attached as **Exhibit 1.**

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B. The instant action shall be stayed pending arbitration, and all dates currently on calendar shall be vacated.

C.

IT IS SO STIPULATED.

DATED: August 28, 2018

OTKUPMAN LAW FIRM, A LAW CORPORATION

By: /s/ Roman Otkupman

Roman Otkupman
Meghan Maertz

Attorneys for Plaintiff
RUBEN NAVARRO

DATED: August 28, 2018

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: /s/ Marissa M. Franco

Hardy Ray Murphy
Marissa M. Franco

Attorneys for Defendant
DOLLAR TREE STORES, INC.

Certification Pursuant to Local Rule 5-4.3.4(a)(2)(i)

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Aaron Cole, do attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: August 28, 2018

By: /s/ Marissa M. Franco

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